

## EXHIBIT A

### PRICES AND TERMS

#### **Pricing Schedule Pilot Project for Default Service Customers**

##### System Supply Service

\*\*\*\*\*Residential\*\*\*\*\*      \*\*\*\*\*Commercial/Industrial\*\*\*\*\*  
R-1, R-2, R-3, R-4, R-5   G-1   G-2, G-3   G-4, G-5, G-6, G-7   S1, S2

##### **2002**

##### **May 1 -- June 30**

NStar (cents/kWh)	6.289	6.468	6.410	6.468	6.468
MIRANT	4.898 cents per kilowatt hour for all rate classes				

##### **July 1 -- December 31**

Nstar (cents/kWh)	5.520	5.552	5.792	5.520	5.552
MIRANT	4.898* cents per kilowatt hour for all rate classes				

##### **2003**

##### **January 1 -- December 31**

NStar	prices to be set
MIRANT	4.798* cents per kilowatt hour for all rate classes

*\* The price of 4.898 shall be payable for the first 8 months of service regardless of the date on which service begins. In the 9th month of service, the price shall change to 4.798. The Parties understand that if service does not begin on May 1, 2002, the price stated above for January 1, 2003 will be 4.898 (not 4.798) and will remain 4.898 through the 8th month of service.*

##### **Renewable Energy Supply**

(Voluntary Consumer Option)

## **May 1, 2002 -- December 31, 2003**

NStar (no Green Option available from NStar)

MIRANT 7.185 cents per kilowatt hour for 50% green supply to individual consumer  
9.935 cents per kilowatt hour for 100% green supply to individual consumer

### **Terms for System Supply Service**

**Price:** The System Supply Service price for All Requirements Power Supply shall be as stated on Exhibit A through December 31, 2003. However, the Supplier may offer price reductions to Participating Consumers at any time during the term of this Agreement.

**Start-Up Service Date:** All Participating Consumers shall be enrolled for service at the start of their monthly billing cycle. The date of the first enrollment is May 1, 2002, unless the Parties agree to alter this date for operational or other reasons.

**Renewable Energy in System Supply:** The Supplier shall include Renewable Energy in the All Requirements Power Supply mix in an amount equal to the DTE's Renewable Portfolio Standards starting with the 2003 requirement on the Start-Up Service Date (*May 1, 2002 as stated above*) or pay all penalties imposed by the DTE related to Renewable Energy requirements.

**Term:** The period of delivery of All Requirements Power Supply shall be consistent with the provisions of Article 4 of this Agreement. Participating Consumers will receive a written notice from the Supplier sixty (60) days in advance of termination of the Agreement.

**Customer Opt-Out:** Participating Consumers are free to opt-out of the Pilot Project utilizing established EDI drop protocols. Participating Consumers are to provide thirty (30) days notice to the Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service. A Participating Consumer who terminates service with the Supplier will be ineligible to re-enter the Pilot Project for a minimum of 12 months.

### **Terms for Renewable Energy Supply**

**Consumer Participation:** All Requirements Power Supply of Renewable Energy will be offered on a voluntary basis to all Eligible Consumers. All Eligible Consumers voluntarily choosing the Renewable Energy supply shall sign an individual agreement with the Supplier that will be consistent with this Agreement, except for the terms of Participating Consumer termination, for which Supplier may charge a fee. This distinction shall be clearly disclosed to consumers in marketing information and in the individual contract offered by the Supplier.

**Price:** The price for the Renewable Energy supply shall be as stated on Exhibit A. However, the Supplier may offer price reductions during the term of this Agreement.

**Renewable Energy Development Charge:** The price for Renewable Energy supply shall include an additional 5 mill (0.5 cent) per kilowatt hour consumer contribution to a local renewable energy development fund to be maintained and utilized by the Cape Light Compact. The Supplier shall collect and transfer to the Compact on a monthly basis and at no charge, funds resulting from this consumer contribution. In all marketing, individual contract, and sign-up information, consumers shall be fully apprised of the nature of the development charge and its purposes for local renewable energy development.

## **EXHIBIT B**

### **EDUCATION PROGRAM**

**1.0Terms and Cost:** Consistent with the terms of Article 3.3 of the ESA, prior to and immediately following the commencement of service start-up, the Parties will engage in a coordinated Education Program described herein. The costs of this Education Program shall be borne equally by the Parties and is estimated at a total combined cost of \$20,000. This estimated combined cost does not include the expense of required notifications, establishment and operation of a service center and 1-800 customer information line, or additional educational efforts that either Party may undertake at their sole expense, or as otherwise provided in the ESA. It does include the activities noted below, undertaken primarily during a 40 day period. The focus of the Education Program is to make the public aware of the supply program for Default Service customers, advertise additional information sources, and explain the opt-out information being mailed to Eligible Consumers.

**2.0Three Part Program:** The Education program will consist of a Media Plan, Development of Electronic Information Sources, and Public Presentations.

#### **2.1Media Plan**

Press conference announcing Pilot and introducing supplier

Meetings with newspaper editorial boards

Press release on opt-out mailing and start-up of 1-800 service center

Display ads describing the program and the opt-out process and 1-800 number

Notices in newspapers and towns halls describing the program and opt-out and 1-800 number

Public postings in: Cape Cod Community College, local libraries, senior centers

Flyer describing the program and opt-out and 1-800 service center

Cable television show describing the program and opt-out and providing 1-800 number

PSAs noting the program and opt-out and 1-800 service center

#### **2.2 Electronic Information Sources**

Development of Compact website information on the supply program and referral to 1-800 number customer service center

Assistance in development of script and training information in cooperation with the Supplier for  
1-800 customer call-in line

## 2.3 **Public Presentations**

Boards of Selectmen

Civic and Business Organizations

Public Meetings

**3.0 Education Program Schedule:** The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the 40-day period outlined below through the media and the 1-800 customer service center number.

Day 0: Press conference announcing Pilot and introducing supplier

Day 10: Press release on opt-out mailing and start-up of 1-800 service center

Day 10: Mail drop for customer notification (return deadline on Day 40)

Day 12: Display ads describing the program and the opt-out process and 1-800 number

Day 12: Notices in newspapers and towns halls describing the program and opt-out and 1-800  
number

Day 14: Flyer describing the program and opt-out and 1-800 service center

Day 14: Cable television show describing the program and opt-out and providing 1-800  
number

Day 16 through Day 30: PSAs noting the program and opt-out and 1-800 service center

Day 35: Display ads describing the program and deadline for opt-out process and 1-800  
number

Day 40: Deadline for return of opt-out card

Post 40 Day: On-going education through the media and the 1-800 customer service center  
number and individual opt-out mailings to new default service customers

## **EXHIBIT C**

- 1.The Supplier shall maintain commercial general liability insurance throughout the term of the agreement and for a period of at least two years following the contract term.
- 2.The insurance may be provided on a claims made basis. In the event such insurance is cancelled or non-renewed, Supplier agrees to provide a 36 month discovery period endorsement for obligations under this agreement.
- 3.The insurance shall include coverage for bodily injury liability, property damage liability, advertising injury liability and personal injury liability.
- 4.To the extent available at commercially reasonable terms and conditions, personal injury liability coverage shall include non-employment discrimination in accordance w/ AEGIS form 8100 (1/1/98).
- 5.To the extent available at commercially reasonable terms and conditions, the insurance shall include Failure to Supply coverage and such coverage shall be in accordance with AEGIS form 8100 (1/1/98).
- 6.The insurance shall include blanket contractual liability coverage, including the power supply agreement between Supplier and Cape Light Compact.
- 7.The limit of commercial general liability insurance shall be at least \$5 million each occurrence. Separate aggregate limits of \$5 million may be applicable to products and completed operations liability coverage and failure to supply liability coverage.
- 8.The Supplier shall maintain umbrella or excess liability insurance subject to a limit of at least \$5 million in addition to commercial general liability insurance policy limits.
- 9.Such liability insurance shall include Cape Light Compact and member municipalities as additional insureds, but only for obligations arising out of this agreement.
- 10.The policies shall be endorsed to require that such additional insureds receive at least 30-days notice of cancellation or non-renewal.
- 11.Such insurance shall contain a standard separation of insureds clause, whereby the actions of one insured will not negate coverage for another insured.
- 12.The Supplier shall provide Cape Light Compact with a certificate of insurance to evidence compliance with the requirements. Renewal certificates shall be provided automatically within 30-days of policy renewal throughout the term of the contract and two years following the contract term.